

Quotations & Acceptance

All quotations submitted by webbird media will be valid for no longer than thirty days (30) from the date of quotation. Where a quote has been submitted without a brief and/or sighting by us of the material involved, we reserve the right to submit a revised quote if required. Quotations will be accepted by the Client upon signature of the Quotation form or by confirmation in writing. Signature by the Client on the quotation form will be unconditional acceptance by the Client of both the Quotation and Terms and Conditions of Trading. Confirmation in writing by the Client and instructions to proceed with work will also be acceptance of these terms. Any proposal made by webbird media to the Client will exclude 10% GST unless otherwise stated.

Alterations

Should the Client request alteration either after work has commenced in accordance with the original brief or after approval by the Client of the final work produced; the Client agrees to pay a fee. Determination of the complexity of cost of the alterations will be at the sole discretion of webbird media. Calculations will be based on actual expenses and based on the hourly charge rate at the time.

Consultations

Webbird media offers the first consultation, initial briefing response and estimates with no charge or obligation. Subsequent consultations, advice, meetings, written and spoken concepts and work associated with altering and/or implementing the proposal will attract fees at the hourly charge rate.

Corrections

A reasonable level of author's corrections is acceptable within the estimate at no extra cost. This will include minor changes to original text and the re-positioning of text. It will also include changes to picture size and positioning and any changes to details such as addresses, etc. Original estimates include two sets of corrections, unless otherwise stated. Work in excess of this will attract a fee at the hourly charge rate for additional time required. Webbird media shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the Client. Whilst every effort is made to ensure correctness, the final responsibility for checking the content, layout and spelling remains with the Client.

Approvals

No verbal approvals will be accepted. Before webbird media releases any material, a Client's signature is required on the disclaimer attached to each job. It is agreed that webbird media is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

Invoice & Payment

An initial invoice requesting a 40% deposit payment will be issued prior to commencement of any projects. Any work to be created by us will begin only once we have received cleared funds. Webbird media will only accept cash, direct deposit, or cheque. This deposit is non-refundable. The final invoice will be issued at the completion of the project, with credit for any amount previously paid. A Progressive monthly invoice may be issued for part completion of work on larger projects. Projects are payable 14 days net from date of invoice, unless alternative written agreements have been made with management. When webbird media attains goods or services from third party suppliers and printers on your behalf, a small fee is applied to cover handling. All printing jobs will require payment in full on commitment prior to printing. If failure of payment within the terms of this agreement, the Client will become liable for the cost of collection. This will include interest on any overdue amount, calculated at the daily rate of 10% per annum, from the due date of the payment.

Cancellations

In the event of cancellation of the project, ownership of all copyrights and the original artwork and disks shall be returned and retained by webbird media, and a fee for work completed based on the contract price and expenses already incurred, shall be paid by the Client. Should the project re-commence; any payments received by the Client will be credited upon completion of the project.

Overdue Accounts

Webbird media may charge daily interest at 5% on amounts not paid within the time specified on invoice. The Client must pay to webbird media any costs, expenses or losses (including without limiting any debt collection and legal costs) incurred by webbird media as a result of the Client's failure to pay to all sums outstanding as owed by the Client to webbird media.

Management of Files

Webbird media will archive digital files of completed project work as a free service for our Clients for a period of two years. You may request copies of your artwork, however the retrieval and distribution of electronic files from archives can be time consuming and therefore will attract a nominal fee. Please note that in some situations, archived files may not be accessible, due to incompatibility with current computer software and/or storage media deterioration or corruption. Webbird media will take every care to preserve all digital files, however we cannot be held responsible for re-producing work free of charge in the event that files cannot be recovered.

Confidentiality

All correspondence and documents provided will be treated as confidential between webbird media and the Client, unless both parties involved have granted consent.

Copyright

Until full payment has been made, webbird media retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the Client shall obtain ownership of the final artwork to use for the purposes for which it was commissioned. Should the Client require the original working files, they can be supplied on CD and the Client will be invoiced a nominal fee. This does not extend to the use of concepts and/or peripherals developed during the course of the project that were not selected as part of the final design. Webbird media retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. The Client agrees to provide webbird media with text, images, graphics, photographs and other material that does not infringe upon the rights of any third party or copyright legislation.

Disclaimer

Creative design, strategy, photography and marketing are all highly subjective art forms. As such webbird media takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however we cannot be held responsible for variations between expectation and outcome.